

Return Address

BRIAN GENTRY
FRAZIER HEIGHTS LLC
504 E. Fairhaven Ave.
Burlington WA. 98233



Skagit County Auditor \$77.00
8/21/2017 Page 1 of 4 3:16PM

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)	
Protected Critical Area Easement (PCAE)	
Reference Number(s) of Documents assigned or released:	
<input type="checkbox"/> Additional reference #s on page ___ of document(s)	
Grantor(s) Exactly as name(s) appear on document	
Frazier Heights LLC	
Additional names on page ___ of document	
Grantee(s) Exactly as name(s) appear on document	
Skagit County	
Additional names on page ___ of document	
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)	
Protect Critical Area, Plat of Frazier Heights AF# 201708210208	
Full legal is on page 1 of document	
Assessor's Property Tax Parcel/Account Number	<input type="checkbox"/> Assessor Tax # not yet assigned
P21047	
Additional tax parcel number(s) on page ___ of document	
The Auditor/Recorder will rely in the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

PROTECTED CRITICAL AREA EASEMENT (PCAE)

In consideration of Skagit County Code (SCC) 14.24.090, requirements for recording of protected critical area easements (PCAE), for areas included under PL15-0465, and mutual benefits herein, Frazier Heights, LLC, Grantor, does hereby grant, convey and warrant to Skagit County, a political subdivision of the State of Washington, a non-exclusive perpetual easement establishing a PCAE over, along and across those portions of the project, denoted as Protected Critical Area Easement and described below, together with the right of ingress and egress to and from this easement for the purpose of monitoring and enforcing proper operation and maintenance of the PCAE described herein. Upon recording of the plat, this PCAE is to be owned, operated and maintained by the Frazier Heights Association, (hereinafter "HOA"), comprising all lots.

The easement is granted to and conditioned upon the following terms, conditions and covenants:

1. The PCAE legal description is as follows (or noted if attached):

Protected Critical Area, as shown on Skagit County Plat No. PL-15-0465, recorded August 21, 2017 under Skagit County Auditor's File No. 201708210208, records of Skagit County, Washington, being in a portion of NE 1/4 of Section 2, Township 34N, Range 3E, W.M. Parcel #P21047.

2. The HOA is hereby required to leave PCAE areas undisturbed in a natural state and shall be responsible for monitoring and maintaining the PCA areas as described in Paragraph 3 below. "With the exception of activities identified as Allowed without Standard review under SCC 14.24.070, any land-use activity that can impair the functions and values of critical areas or their buffers through a development activity or by disturbance of the soil or water, and/or by removal of, or damage to, existing vegetation shall require critical areas review and written authorization pursuant to SCC 14.24." (SCC 14.24.060). No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind, planting of non-native vegetation or grazing of livestock is allowed within the PCAE areas except as specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.24.
3. The HOA and Skagit County agree to the following special conditions requested by the HOA or required as part of mitigation pursuant to SCC 14.24.
 - i. **TRACT S:** Critical Area Stream Buffer Tract "S" has been enhanced as documented in the Wetland Resources, Inc. *As-Built Report* dated April 14, 2017. The minimum stream buffer width in Tract S is 112.5 feet. Excluding the 25-foot maintenance corridor described below, the remaining buffer has been enhanced with native vegetation, and will be monitored and maintained for five years as the HOA's responsibility. With the exception of the allowed 25-foot-wide maintenance access/corridor and the separate pedestrian trail, no other uses are allowed within the stream buffer.
 - ii. **Drainage District Maintenance:** Within Tract "S" and Tract "Y", the Drainage District (DD 19) will maintain the on-site stream channel periodically as an ongoing and allowed maintenance activity. The channel's side-slopes are mowed twice per year and excess silt is removed from the channel-bottom once every five years. The silt is disposed of along the top

of the bank where it settles and levels out from equipment use in the area. To maintain clear access to the channel for mechanical equipment, the 25-foot maintenance corridor along the top of the bank will be maintained by the HOA to remain free of trees and shrubs and shall be mowed by the HOA two times through the year. The Drainage District will cast the excavated material onto the maintenance corridor, and the HOA will spread the excavated material in a thin layer (1"-2" thick) only within the 25-foot-wide maintenance corridor. If the layer is greater than 2" thick, the area will be seeded by the HOA with the grass seed mixture recommended in the approved mitigation plan.

iii. **Protected Critical Areas and Buffers – Tract Descriptions:** Critical areas and/or buffers occur in Tract S, Tract V and Tract Y. **Tract S** (3.03 ac) includes the 112.5' Critical Area Stream Buffer corridor that has been enhanced; **Tract V** (0.16 ac) includes Critical Area Wetland Buffer associated with the off-site Category III wetland to the north upon which no enhancement is proposed nor required; and **Tract Y** consists of the southern panhandle that will remain as an existing access and a utility easement. The southerly portion of Tract Y includes a 100-foot stream buffer upon which no enhancement is proposed nor required. Additional descriptions appear in the Declaration of Covenants, Conditions, Restrictions and Reservations for Frazier Heights recorded at Auditor's File No. 201768210208.

4. The HOA retains the right to use and the possession of the real property over which the easement is granted to the extent permitted by Skagit County as low impact uses and activities which are consistent with the purpose and function of the PCAE and do not detract from its integrity may be permitted within the PCAE depending on the sensitivity of the habitat involved. Examples of uses and activities which may be permitted in appropriate cases, with prior County written approval separate from this agreement, include pedestrian trails, viewing platforms, and utility easements. Provided further that the HOA agrees not to interfere with, obstruct or endanger Skagit County's use of the easement.
5. Should any human disturbance of the PCAE occur, the HOA shall have the obligation to restore and return the affected area to its natural state immediately, under the provisions of a County approved mitigation plan.
6. The parties recognize that this easement is created, granted and accepted for the benefit of the inherent natural functions provided by the PCAE, but shall not be construed to provide open or common space for owners within the project or members of the public. By acceptance of the easement for the purposes described, Skagit County does not accept or assume any liability of acts or omissions of the HOA, the HOA's invitees, licensees or other third parties within the easement area. The HOA holds Skagit County harmless from any damage or injury to any property or person by any person entering the easement area not expressly authorized to do so by Skagit County.
7. The HOA agrees that this easement shall run with the land and that the rights and obligations of the HOA and Skagit County shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.

8. The HOA covenants that it owns the property legally described herein and has lawful right to convey the interest in the property to Skagit County for the benefit of the public forever.

9. The HOA representative signing below represents and warrants that they have full power and actual authority to enter into this Agreement and to carry out all actions required of the HOA by this Agreement.

By: [Signature]

Title: Manager

DATED this 16th day of June, 2017

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement

AUG 09 2017

Amount Paid \$ 0
Skagit Co. Treasurer
By BI Deputy

ACKNOWLEDGMENT

STATE OF WASHINGTON)

ss.)

COUNTY OF SKAGIT)

On this day personally appeared before me BRIAN D GENTRY, known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal the 16th day of JUNE, 2017.

[Signature]
NOTARY PUBLIC in and for the State of Washington residing at BOW
My Commission Expires: 15 MAY 2021

